

The State Bar of California

REQUEST FOR PROPOSAL



This document is a Request for Proposal (“RFP”) for services necessary to conduct the election of the State Bar of California’s Board of Governors.

The State Bar of California (“the State Bar”) is governed by a 23-person Board (“BOG”), comprised of 17 elected lawyers and 6 additional appointed members. The 17 members are elected by active State Bar members from 9 SB districts. We are seeking proposals from vendors to design, conduct and manage the 2009, 2010 & 2011 annual elections of this Board of Governors.

Contact with State Bar personnel in connection with this RFP may not be made other than as specified in this RFP. Unauthorized contact of any State Bar personnel may be cause for rejection of a bid.

Please submit 6 copies of your proposal no later than 5 p.m. on October 20, 2008 to:

The State Bar of California
180 Howard Street
San Francisco, CA 94105-1639

Attn: Heidi Schwab-Wilhelmi
JNE/Appointments
415-538-2274
415-538-2121 (after 7/18/08)
heidi.schwab-wilhelmi@calbar.ca.gov

I. INTRODUCTION

The State Bar, created in 1927 by the Legislature and adopted into the California Constitution in 1960, is a public corporation within the judicial branch of state government. The State Bar is a unified, or integrated bar, and membership is mandatory for all attorneys who are licensed to practice law in the state. In addition to its mandated licensing and disciplinary and certification functions, the State Bar offers a number of other programs designed to assist, educate and protect its members and the public. The State Bar has offices located in Los Angeles, Sacramento and San Francisco. More information about the State Bar can be found at http://calbar.ca.gov/state/calbar/calbar_home_generic.jsp?cid=10102

II. STATEMENT OF WORK

The winning bidder will design, conduct, operate and manage the State Bar's election for the Board of Governors, in accordance with requirements and specifications issued by the State Bar. The State Bar is required by Business and Professions Code section, 6010 et seq. and by Title 6, Division 1, Chapter 1 of the Rules of the State Bar of California, as amended May 16, 2008 ("Rules") (a copy of which is attached and incorporated by reference as Exhibit 3), to hold an annual election among its active membership. As of May 11, 2008, the State Bar had 145,457 active members in California as indicated on the chart below.

<u>ACTIVE MEMBERS</u>	
District 1	2,902
District 2	10,695
District 3	21,882
District 4	18,134
District 5	6,570
District 6	9,450
District 7	47,824
District 8	14,272
District 9	13,728

In 2009 the Board of Governors will have five seats up for election. Districts 1, 3, 5, 7 and 9 will each have one open seat. In 2009, if all seats are contested, approximately 92,906 ballots will need to be mailed by the vendor, with an anticipated fifteen to twenty percent (15% - 20%) voter return.

In 2010 the Board of Governors will have five seats up for election. Districts 2, 3, and 4 will each have one open seat and district 7 will have two open seats. In 2011 the Board of Governors will have five seats up for election. Districts 4, 6, and 8 will each have one open seat and district 7 will have two open seats.

The number of ballots to be mailed in 2010 and 2011 will vary depending on the number of active members at that time. In general, the State Bar has approximately 5,000 new admittees every year; however, not all of those new admittees will be eligible to vote. Statistics show that in any given year, voter return is approximately fifteen to twenty percent (15% - 20%).

Pursuant to Business and Professions Code section 6019, an election will not be held in any district in which only one member files a nominating petition. Instead, that member is deemed elected for that seat. The State Bar would expect that the vendor would reduce the cost of the election should a member be deemed elected for an open seat. Please refer to Exhibit 2 for a schedule of dates and deadlines.

A. Eligibility List (Member Name, Address, Member Number)

The Eligibility List ("list") of active members eligible to vote in the relevant districts will be furnished by the State Bar. The list will be in standard computer tape format or electronically transmitted and will provide the individual member's name, address and State Bar member number.

B. Description of Election Packet/Ballots to be Printed

Vendor will develop both an Internet and a paper ballot system following general procedures for conducting an election in accordance with the deadlines and specifications set forth in the Rules. Vendor will mail ballot packets to all eligible voters and the ballot packets will include instructions for the voter to access an electronic ballot in lieu of completing the paper ballot, if the voter so desires.

The following descriptions refer to 2009, but the vendor should assume the same descriptions, and similar time lines, will apply for years 2010 and 2011. The actual number of packets to be mailed in any contested district election will be determined after the eligibility list closes (April 20, 2009). The State Bar shall furnish to the selected vendor the actual number of eligible voters in each district in which an election is to be held.

General packet materials should be printed, to the extent possible, on recycled paper and printed with environmentally safe ink. The packets shall be submitted to assigned State Bar staff for prior approval. Every effort should be made to design the packet to weigh one ounce or less. The packet must include the following:

1. Outgoing Envelope. Size and style to be determined by the selected vendor. Envelopes to be printed with the following statement: "The State Bar of California 2009 Election Official Ballot" prominently displayed. Return address will be the State Bar address; however, return address also to contain "c/o (name of vendor)". Envelopes to be designed in conformity with U.S. Postal Service standards for maximum discounts for bulk rate mail (Standard A).
2. Return Envelope. Size and style to be determined by the vendor, but shall include "State Bar of California - 2009 Election Ballot." Method of distinguishing districts to be determined by the vendor. Envelopes to be designed in conformity with U.S. Postal Service standards for Courtesy Reply Mail. Voter to pay return postage.
3. Secret Ballot Envelope. Size and style to be determined by vendor, but shall include "Secret Ballot Envelope" in bold letters.
4. Signature of Voter. Signature line on the return envelope will be concealed under the flap. Vendor, working with the State Bar's

Director of Elections, will determine design of signature line under the flap of the return envelope, along with a clear statement that:

- a. The eligible voter must legibly print their name, address, membership number and sign, in ink, in the designated area or the ballot will not be tabulated.
 - b. The member attests, under penalty of perjury, that he or she is the member whose name appears on the envelope (language to be provided by State Bar).
 - c. The Vendor will determine method and design for Internet voters to comply with the above signature requirement on the electronic ballot.
5. Ballot. Size of the ballot and method to be used to distinguish districts to be determined by the vendor. Each district ballot shall be mailed only to eligible members in that district. The paper and electronic ballots shall contain the names of the candidates listed in random order using a random alphabet list provided by the State Bar. The front of the paper or electronic ballot must be printed with the State Bar district number, office number, if needed, and the names of the candidates and the city in which the candidate's practice is located. Paper and electronic ballots shall contain instructions for voting, including a statement by vendor assuring confidentiality of the handling of ballots.
6. Candidate Statement. Each candidate may submit a statement not exceeding 250 words, pursuant to Title 6, Division 1, Chapter 1, Rule 6.3 of the Rules of the State Bar of California (as amended May 16, 2008). Each ballot package shall contain any statements submitted by the candidates, along with the statutory language authorizing the candidate statement. The statutory language will be provided by the State Bar. The State Bar will furnish to the vendor any history of public discipline of each candidate for inclusion in the candidate statement, as well as dates of admission to practice law. Particulars regarding the information set forth in this section to be determined by the vendor with the prior written approval of the designated State Bar representative.

C. Services to be Provided

1. Telephone Inquiries from the Membership. The selected vendor is expected to respond to questions concerning the conduct of the election. Inquiries outside the scope of the conduct of the election, such as questions regarding State Bar rules, will be referred to designated State Bar staff.

2. Typeset Packet Materials. All materials to be included in the packet will be typeset by the vendor and subject to prior written approval by the designated representative of the State Bar.
3. Proofs and Press Checks. Designated representatives of the State Bar will approve print proofs and may conduct press checks of the paper and electronic ballots and the packet materials.
4. State Bar Eligibility List. Member name, address, and member number will be supplied by State Bar to vendor in standard computer tape or electronic format.
5. Candidate Requests for Eligibility List/Voter List Mailing Labels. Vendor will provide lists and/or labels of members eligible to vote, if requested by a candidate, after April 20, 2009. Vendor also will provide lists and/or labels of members eligible to vote and/or those members who have not voted, to candidates, in conformity with State Bar procedure. Lists of those voters who have voted (voter list) and/or have not voted (nonvoter list) as of May 26, 2009 must be provided upon request to the State Bar or to the candidates beginning May 29, 2009. Lists and/or labels will be timely provided by vendor to candidates at a reasonable cost and in a usable format (electronic file, disk or labels, as designated by the candidate). Candidates will be responsible for the cost of lists and/or labels requested. Vendor shall be responsible for the assessment and collection of all such costs from the candidates.
6. Insertion of Material Into Outgoing Envelope. Ballot, secrecy envelope, return envelope, and biographical statements must be placed into outgoing envelope. Address of member shall include his or her State Bar member number.
7. Mail Packets Bulk Rate. Vendor will use a U.S. Post Office-approved mail hygiene program that will pre-sort for the lowest available postal rate. Format outgoing envelope in conformity with current U.S. Postal Service standards for mass mailing to get maximum available discounts for bulk rate mail.
8. Duplicate Ballot Fulfillment. Vendor should design a fulfillment function to provide duplicate ballots to members on the eligibility list at the member's official address of record. Vendors should describe the proposed procedure, which must include a requirement that members requesting a duplicate ballot certify in writing that their ballot was not received or was lost or damaged. The ballot packages sent to members should include instructions to members who wish to request a duplicate

ballot describing the duplicate ballot fulfillment process and should provide that duplicate ballot requests be sent to the San Francisco office of the State Bar. Vendor must not provide duplicates via fax, nor accept faxed ballots. The Vendor must describe all procedures to be used to assure that each member may cast only one vote, whether by paper ballot or electronic ballot. The Bar seeks proposals that will include a set number of duplicate ballots at no additional charge within the overall cost proposal presented as well as a per-piece cost in the event that the number of requests exceed the set number.

D. Vendor Assurance of Security and Integrity of Election Process

Vendor will be required to represent and warrant that the election is properly and securely held so that only members on the eligibility list may vote, that only one vote per member is recorded and that each vote is by secret ballot such that the voter is not identified.

E. Collection, Counting, Data Entry, Ballot Canvassing & Reporting Results

1. Collection of Data Entry and Securing Returned Ballots.
 - a. Counting. Vendor to count and batch returned ballots. Returned ballots will be batched by district. Vendor to count and batch voided ballots and questionable ballots (if applicable). Voided ballots include (and be batched together) ballots without signature, ballots where more than one vote was cast, ballots where no vote was marked, ballots where the Vendor cannot determine which candidate was chosen and ballots with write-in candidates. Voided and questionable ballots shall be counted separately and provided to the State Bar for review by the canvassing board. Pursuant to statute, counting of ballots may occur at the Vendor's facility, or the San Francisco offices of the State Bar.
 - b. Data Entry. Vendor will record the number of votes for each candidate.
2. Canvassing. Vendor will tabulate votes for each candidate. Pursuant to statutory requirements, canvassing of all votes may be performed at the Vendor's facility, or the San Francisco offices of the State Bar. Vendor to provide procedure for determining accuracy of election. Vendor will return voided or questionable ballots to the State Bar.
3. Report of Vote. Vendor will report results of canvassing and counting of the Board of Governors election to the Secretary of the State Bar of California, or her designee, no later than 3:00 p.m., on July 13, 2009.

Vendor must follow the published schedule of dates for the canvass of the election. Vendor will furnish to the State Bar a final list of the vote.

4. Data Base. The vendor will return the final voting list and election database to the State Bar within five (5) days of the date of canvass of ballots.

F. Timeline

Time is of the essence for all of the deadlines associated with the Board of Governors election. Vendor must complete the tabulation of all votes and present written reports of the Board of Governors election to the Secretary of the State Bar of California, or her designee, on or before the deadlines set forth in Exhibit 2.

III. GENERAL INFORMATION

The submission requirements for this RFP are set forth below. A proposal shall constitute an irrevocable offer for 60 business days following the deadline for its submission. Reference to a certain number of days in this RFP shall mean business days unless otherwise specified.

A. Submission Requirements

To be considered responsive, a proposal must contain the following, referenced by number and in the order below:

1. A brief description of the history and organization of the bidder's firm, and of any proposed subcontractor.
2. Copies of business licenses, professional certifications or other credentials, together with evidence that bidder, if a corporation, is in good standing and qualified to conduct business in California.
3. The most recent year's annual reports, or comparable document, including detailed current profit and loss, assets and liabilities, and other relevant financial data. Bidders must electronically submit a completed Exhibit 5: Business History/Financial Viability Questionnaire electronically either on disc with their proposals, or via email to andrew.conover@calbar.ca.gov by the proposal due date.
4. A description of similar projects completed by the bidder within the past three (3) years.
5. Qualifications, background and experience of the project director and other staff proposed to work on the project.

6. References with contact information from organizations that have used bidder's services for similar projects/installations within the last 12-18 months.
 7. A general description of the techniques, approaches and methods to be used in completing the project according to the requirements outlined in section II. Statement of Work above.
 8. A description of the chronology for completing the work, including steps necessary to adhere to the Election Schedule outlined in Exhibit 2.
 9. A detailed cost proposal, including any travel costs and other expenses. Bidders must submit compensation requirements using Exhibit 1: Itemized Cost Proposal electronically either on disc with their proposals, or via email to andrew.conover@calbar.ca.gov containing:
 - a. A mail only election, including
 - i. tabulation of paper ballots at State Bar facilities
 - ii. tabulation at vendor facilities (as an alternative)
 - b. A "hybrid" election that includes both internet voting and mailed ballots, tabulation (paper ballots and internet ballot) at vendor facilities
 - c. An electronic recount itemized by each district in the election
- Contractors' travel expenses will be reimbursed in accordance with the State Bar's Travel and Business-Related Expense policy (Exhibit 4). As the State Bar may award a contract based on the initial offer, a bidder should make its initial offer on the most favorable terms available. The State Bar reserves the right, however, to have discussions with those bidders falling within a competitive range, and to request revised pricing offers from them and to make an award or conduct negotiations thereafter.
10. A written acknowledgement of the acceptance of the Contracting Requirements set forth in section IV of this RFP. Specific terms may be reserved for future negotiation, but must be clearly identified and reasons given for the reservation.

Proposals which fail to address each of the submission requirements above may be deemed non-responsive and will not be further considered.

B. Rejection of Proposals

The State Bar reserves the right in its sole discretion to reject any or all proposals in whole or in part, without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements. If a proposal fails to meet a material requirement of the RFP, or if it is incomplete or contains irregularities, the proposal may be rejected. A deviation is material to the extent that a proposal is not in substantial accord with RFP requirements.

Immaterial deviations may cause a bid to be rejected. The State Bar may or may not waive an immaterial deviation or defect in a proposal. The State Bar's waiver of an immaterial deviation or defect will in no way modify the RFP or excuse a bidder from full compliance with the RFP requirements.

Any proposal may be rejected where it is determined to be not really competitive, or where the cost is not reasonable.

Proposals that contain false or misleading statements may be rejected if in the State Bar's opinion the information was intended to mislead the State Bar regarding a requirement of the RFP.

C. Evaluation Process and Highest Score Bidder

An evaluation team will review, in detail, all proposals that are received to determine the Highest Score Bidder ("HSB").

Following the initial review and screening of the written Proposals, using the selection criteria described below, several bidders may be invited to participate in the final selection process, which may include participation in an oral interview and/or submission of any additional information as requested by the State Bar.

The State Bar reserves the right to determine the suitability of proposals on the basis of a proposal's meeting administrative requirements, technical requirements, the review team's assessment of the quality and performance of the equipment and services proposed, and cost.

During the evaluation process, the State Bar may require a bidder's representative to answer questions with regard to the proposal and/or require certain bidders to make a formal presentation to the evaluation team and/or the State Bar Senior Executive Team. The State Bar may also have discussions with those bidders falling within a competitive range, and request revised pricing offers from such bidders and make an award and/or conduct negotiations thereafter.

This Request for Proposal does not commit the State Bar to awarding a Contract. Bidders shall bear all costs incurred in the preparation of the Proposal and participating in the Proposal evaluation process. The State Bar reserves the right to reject any and all Proposals, to accept the Proposal it considers most favorable to the its interest in its sole discretion, and to waive minor irregularities. The State Bar

further reserves the right to seek new Proposals when such procedure is considered by it to be in the best interest of the State Bar.

1. The following criteria will be used in reviewing and comparing the proposals and in determining the HSB. The weight to be assigned to each criterion appears following each item.
 - a. Responsiveness of the proposal to the submission requirements set forth in the RFP (10%).
 - b. Agreement with the State Bar's contracting requirements (10%).
 - c. The technical ability, capacity, and flexibility of the bidder to perform the contract in a timely manner and on budget, as verified by, e.g., the quality of any demonstration, client references, demonstrated success in projects with similar requirements and any other contracts with the State Bar (35%).
 - d. The financial viability of the bidder as evidenced by standard financial reports (10%).
 - e. The total cost of the proposal solution. If the proposal contains itemized rates, per piece pricing, or commission-based pricing, the State Bar reserves the right to calculate total contracted cost by calculating rates using either previous known usage activity or future projected volume. Costs will be evaluated only if a proposal is determined to be otherwise qualified. Costs should be itemized by type to allow the State Bar to implement the solution over the term of the contract (35%).
2. If a large number of proposals are received, the State Bar reserves the right to review the proposals using a tiered evaluation system. All qualified proposals will be evaluated based on the Submission Requirements and Cost, with the top candidates advancing as finalists and receiving a full evaluation as outlined above.

D. Award and Execution of Contract

Subject to the State Bar's right to reject any or all proposals, the HSB will be awarded the contract. Notice will be posted at the State Bar's offices at 180 Howard Street, San Francisco, CA and written notice sent to bidders on or about November 13, 2008 of the Bar's intention to award the contract to the HSB. It is anticipated that final selection of the HSB will be made by November 20, 2008. The evaluation team will select a winning proposal subject to approvals granted by the Board of Governors. Upon selection, the State Bar and the selected Vendor will enter into good faith

negotiations on a contract containing, without limitation, the Statement of Work and Contracting Requirements sections below.

No contract or agreement, express or implied, shall exist or be binding on the State Bar before the execution of a written contract by both parties. If agreement on the terms of such a contract cannot be reached after a period deemed reasonable by the State Bar in its sole discretion, the State Bar may enter into negotiations and sign a contract with any other bidder who submitted timely, responsive and responsible proposals to this RFP.

If, after the State Bar and the HSB agree to terms and execute a contract, that contract is terminated for any reason, the State Bar may, in its sole discretion, either enter into negotiations with the next highest scored bidder, or issue a new RFP and begin the proposal process anew.

Questions regarding the State Bar's award of any business on the basis of proposals submitted in response to the RFP, or on any other matter in connection with the selection process, should be addressed in writing to Andrew Conover, Finance Manager, at andrew.conover@calbar.ca.gov.

Where written notice is required in this RFP, the notice must be sent by U.S. mail and either facsimile or e-mail.

E. Errors in the RFP

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder should immediately provide the State Bar with written notice of the problem and request that the RFP be clarified or modified. Without disclosing the source of the request, the State Bar may modify the document prior to the date fixed for submission of proposals by issuing an addendum to all potential bidders to whom the RFP was sent.

If prior to the date fixed for submissions, a bidder knows of or should have known of an error in the RFP but fails to notify the State Bar of the error, the bidder shall bid at its own risk, and if, awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

F. Questions Regarding the RFP

Questions regarding the RFP may be addressed in writing to Heidi Schwab-Wilhelmi at heidi.schwab-wilhelmi@calbar.ca.gov. All questions must be submitted no later than 10 days prior to the date for submission of proposals. Questions and answers regarding the RFP may be shared with all bidders known to be interested in submitting a proposal.

If a question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the bidder may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the bidder must submit a statement explaining why the question is sensitive. If the State Bar concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the State Bar does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the bidder will be notified.

A bidder who believes that one or more of the RFP's requirements is onerous or unfair, or unnecessarily precludes less costly or alternative solutions, may submit a written request that the RFP be changed. The request must set forth the recommended change and reason for proposing the change. The State Bar must receive any such request no later than 10 days before the deadline for submitting proposals.

G. Addenda

The State Bar may modify the RFP prior to the date fixed for submission by posting, mailing, emailing or faxing an addendum to the bidders known to be interested in submitting a proposal. If any bidder determines that an addendum unnecessarily restricts its ability to bid, it must notify the State Bar in writing no later than 5 days before the deadline for submitting proposals.

H. Withdrawal and Resubmission/Modification of Proposals

A proposal may be withdrawn at any time prior to the deadline for submitting proposals by notifying the State Bar in writing of its withdrawal. The notice must be signed by the bidder. The bidder may thereafter submit a new or modified proposal, provided that it is received at the State Bar no later than the deadline.

Modification offered in any other manner, oral or written, will not be considered. Proposals cannot be changed after the evaluation process begins.

I. Protest Procedure

A bidder may protest the award if it meets all the following conditions:

1. The bidder has submitted a proposal that it believes is or should have been the HSB, under the criteria set forth above;
2. The bidder believes that its proposal meets the State Bar's administrative and technical requirements, proposes services of proven quality and performance, and offers a competitive cost to the State Bar; and

3. The bidder believes that the State Bar has incorrectly selected another bidder.

A bidder qualified to protest should contact Andrew Conover, Finance Manager, (415) 538-2207, to attempt an informal resolution. If this contact is unable to resolve the protest to the bidder's satisfaction, the bidder must file a written protest within 5 days of the notice of intention to award the contract. The written protest must state the facts surrounding the issue and the reasons the bidder believes the award to be invalid. The protest must be sent by certified or registered mail or delivered personally to:

The State Bar of California
180 Howard Street
San Francisco, CA 94105-1639

Attention: Peggy Van Horn, Chief Financial Officer

Protests will be reviewed and decided by the State Bar's Award Protest Team within 30 days after the State Bar issues written acknowledgment of the protest. In the event that a protest is filed, the contract award will be postponed pending resolution of the protest.

J. News Releases

News releases pertaining to the award of a contract may not be made without the prior written approval of the State Bar.

K. Disposition of Materials

All materials submitted in response to an RFP will become the property of the State Bar of California and will be returned only at the State Bar's option and at the expense of the bidder. One copy of each proposal will be retained for the State Bar's official files and become a public record. Specific limited pages of a proposal, not including proposed cost and compensation, may be marked as proprietary and confidential. The entire proposal cannot be deemed confidential. The bidder's consent will be requested before release of such pages to non-State Bar personnel. By submitting a proposal, a bidder agrees to these terms and waives any right to pursue a cause of action for damages incurred as a result of the release of any information contained in a proposal.

IV. CONTRACTING REQUIREMENTS

Upon selection of a vendor, the terms set forth in this RFP are to be embodied in a definitive agreement containing such additional covenants and other provisions as may be mutually acceptable.

The State Bar contemplates that, in addition to the terms described above in this RFP, final agreement between the State Bar and the selected vendor will include, without limitation, the following terms. Submission of a proposal shall constitute agreement to contract on these terms, except for any term specifically reserved in the proposal for future negotiation.

A. Time of Essence

Time is of the essence with respect to Vendor's performance of the services and equipment to be provided in the final agreement.

B. Warranties and Representations

Vendor will warrant and represent that it possesses such expertise, experience and resources to perform the scope of services required in a diligent, timely and professional manner consistent with the standards of the industry. Vendor will supply at all times an adequate number of well-qualified personnel to perform the work. Vendor will provide a contact person available and authorized to remedy any non-conformity with this warranty.

Vendor will represent and warrant that the election is properly and securely held so that only members on the eligibility list may vote, that only one vote per member is recorded and that each vote is by secret ballot such that the voter is not identified.

If applicable, vendor will represent and warrant that it has all rights, title and interest in and to the software, and all documentation related to the software, and that the software is copyrighted under the laws of the United States. Vendor will warrant that it has full authority to license the software and that this license will not infringe or in any way conflict with any third party's right or interest.

Backup Facilities. Vendor will have sufficient backup facilities and personnel so that the Services can be timely completed in the event that Vendor's original facility and personnel cannot complete the project as planned. In the event that the use of backup facilities or personnel results in additional expense to the State Bar, Vendor will reimburse the State Bar for such expense.

C. Equipment, Tools, Supplies

The Vendor will supply all equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services and insurance required. The Vendor is not required to purchase, rent or hire any equipment, tools, supplies, offices, transportation, personnel, insurance or instrumentalities from the State Bar. The State Bar has no obligation whatsoever to provide any equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services or insurance required to perform services under this agreement.

D. Remedies

In the event Vendor fails to meet the deadlines set forth in the Agreement, Vendor will either (a) reimburse the State Bar its costs (including, without limitation, all direct costs, indirect costs, and consequential damages resulting from such failure) to complete the Election, or (b) re-conduct the Election at no cost to the State Bar, selection to be at the State Bar's sole discretion. Vendor's duty to meet the deadlines set forth in the Agreement is subject to the State Bar's duty to meet the deadlines set forth regarding its duties under the Agreement.

In the event a recount is required due to the fault of Vendor, Vendor will conduct such recount at no cost to the State Bar.

E. Indemnity Obligations of Vendor

To the fullest extent permitted by law, the Vendor will agree to protect, indemnify, defend and hold the State Bar and the State Bar's Board of Governors, officers, employees, agents and representatives and each of their successors and assigns (the "Indemnities") entirely harmless from and against any and all claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs and charges, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with (a) any breach of the Agreement, (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by Vendor, the Vendor's employees, subcontractors, agents, representatives or assigns (collectively, the "Vendor's Agents") in the performance or non-performance of the professional services required to be performed by the Vendor under the Agreement; any infringement or improper appropriation or use by Vendor of trade secrets, proprietary information, know how, copyright rights (both statutory and nonstatutory), patented or unpatented inventions, or for improper imitation of the work of others, arising directly or indirectly out of the use or sale of materials, equipment, methods, processes, designs, information, or other tangible or intangible products furnished by Vendor, including but not limited to the software; or (c) the State Bar's enforcement of its rights under this indemnity provision. The Vendor will agree that its obligations under this indemnity will survive the expiration and termination of this agreement.

In the event both the State Bar and Vendor are named as defendants in the same civil action, and the State Bar determines that a conflict of interest exists between the parties, Vendor will agree to provide, at its own cost, independent counsel for the State Bar. The State Bar may, at its option, designate its Office of General Counsel as equal participating counsel in any litigation wherein the Vendor defends the State Bar.

F. Insurance Obligations of Vendor

The Vendor will provide and keep in full force and effect during the term of this agreement, at the Vendor's own cost and expense, the following insurance policies for

the joint benefit of the Vendor and the State Bar, with an insurer reasonably acceptable to the State Bar:

1. Commercial general liability insurance with a general aggregate limit (other than products/completed operations) of at least Two Million Dollars (\$2,000,000.00); at least One Million Dollars (\$1,000,000.00) personal and advertising injury limit; at least One Million Dollars (\$1,000,000.00) premises and operations limit; at least One Million Dollars (\$1,000,000.00) each occurrence limit;
2. Workers' compensation coverage as required by law, together with employer liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence.
3. Comprehensive automobile liability insurance covering owned, leased, hired and non-owned vehicles with at least One Million Dollars (\$1,000,000.00) combined single limit.
4. Professional liability insurance with a general aggregate limit of Two Million Dollars (\$2,000,000) and an occurrence limit of two Million Dollars (\$2,000,000).

The Vendor will deliver to the State Bar offices at 180 Howard Street, San Francisco, CA 94105 Attn: Andrew Conover, Finance Manager, true and correct copies of its insurance policies required above, and certificates of such insurance within seven (7) days of the execution of this agreement. Each such policy will name the State Bar as an additional insured and will state that the Vendor's policy shall be primary and that any insurance carried by the State Bar shall be noncontributing with respect thereto. Each such policy will provide for thirty (30) days prior written notice to the State Bar in the event of cancellation or reduction in coverage or amount. If the Vendor fails to secure and maintain insurance policies complying with the provisions of this agreement, the State Bar may purchase the appropriate insurance policies and the Vendor will pay upon demand the cost of it to the State Bar or the State Bar may terminate this agreement. In addition to the insurance required to be obtained and maintained by the Vendor, if the Vendor assigns any portion of the duties under this agreement in accordance with the terms, hereof, each subcontractor or assignee will purchase and maintain the same insurance coverage required hereunder.

The Vendor will immediately notify the State Bar if the Vendor's commercial general liability insurance contains restrictive endorsements other than those restrictive endorsements normally included in the State of California. If the Vendor's commercial general liability insurance contains such restrictive endorsements, the Vendor shall have five (5) business days to remove said restrictions. If the Vendor is unable to do so, the State Bar may terminate this agreement, and will be required to give the Vendor no more than two (2) days' notice of such termination, anything in this agreement to the contrary notwithstanding.

G. Termination

1. **At Will.** The agreement will be terminated by the State Bar, in its sole and complete discretion, upon thirty (30) days written notice to Vendor. In the event of termination pursuant to this section, the vendor's sole compensation will be for that portion of services performed or goods delivered up to the date of termination, together with reimbursable expenses, if any then due. Vendor will not be paid for any services, goods or reimbursable expenses associated with any work or service not specifically authorized by the State Bar.
2. **Authorization of Funds.** If the term of this agreement extends into fiscal year(s) subsequent to that in which it is signed, it is understood that the continuation of this contract is subject to the authorization of sufficient funding for such purpose by the California State Legislature. If sufficient funds are not so authorized, the parties mutually agree that the contract may be terminated or amended as appropriate in response to the reduction in funding. If the agreement is terminated, Contractor agrees to take back any affected equipment, products, software, or hardware furnished under this contract, and relieve the State Bar of any further obligation, except for the State Bar's obligation to pay for services already performed pursuant to this agreement.
3. **Default by Vendor.** This agreement may be terminated by the State Bar upon fifteen (15) days written notice to the Vendor in the event the Vendor is in default under any of its provisions. In the event this agreement is terminated due to the default by the Vendor, the Vendor will not be entitled to receive any compensation for services performed or for any reimbursable expenses incurred, and the State Bar will have the right to have the services completed by other parties and the Vendor will reimburse the State Bar for the actual costs to complete the services in excess of the balance of the fee and reimbursable expenses, if any, provided for in this agreement. Any such act by the State Bar will not be deemed a waiver of any other right or remedy of the State Bar, including, without limitation, the State Bar's right to consequential damages caused directly or indirectly by the Vendor's default.
4. **Automatic Termination.** This agreement will automatically terminate on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; (b) sale of the business of either party; (c) failure to comply with federal, state or local laws, regulations or requirements, or (d) expiration of the agreement.

H. Ownership Rights

The State Bar acknowledges and agrees that the “Work Product” is Vendor’s proprietary product protected under intellectual property laws. “Work Product” will include all systems, programs, operation instructions and other documentation, including all rights in patentable inventions trade secrets and know how, database interests and copyrights associated therewith, which are conceived, prepared, developed or delivered by Vendor (whether alone or with others, and whether independent or in connection with the conduct of its performance hereunder), all of which will be and remain the sole property of Vendor. Excluded from the definition of Work Product will be the State Bar’s database of its electorate, the ballot packet materials prepared by Contractor pursuant to the Agreement, and all proprietary information owned, prepared, or developed by the State Bar. The Agreement does not convey to the State Bar an interest in or to the Work Product, but only a limited right of use, revocable in accordance with the terms of this Agreement. The State Bar agrees to cooperate with Vendor and execute, or cause its personnel to execute, such further acknowledgements and instruments as may be necessary to establish such ownership. Delivery of copies of the Work Product will not be construed to convey ownership or title to the State Bar or its affiliates.

Vendor will grants to the State Bar a non-exclusive, revocable, royalty-free license to use the Work Product for the purposes set forth in the Agreement. Vendor will warrant and represent that the Work Product is for the purposes set forth in the Agreement. Vendor will warrant and represent that the Work Product does not infringe any copyright or other proprietary right (including trade secrets) of any third party, and that Contractor has full authority to grant all rights hereunder to the State Bar.

The State Bar will agree not to sell, transfer, assign, sublicense, publish, pledge, lease, rent or share its rights under the Agreement, reverse engineer, reverse assemble, reverse compile or otherwise translate the Work Product, or remove any product identification, copyright or other notices from the Work Product.

I. Confidentiality and Publicity

The Vendor will retain all confidential information provided by the State Bar in the strictest confidence and will neither use it nor disclose it to anyone other than employees requiring the information to perform services under this agreement without the prior written consent of the State Bar. The State Bar retains the right to enjoin any unauthorized disclosure in an appropriate court of law. The Vendor will not issue any public announcements concerning the State Bar without the prior written consent of the State Bar.

J. Compliance with Laws

The Vendor agrees to comply with all applicable federal, state, and local laws and regulations, including but not limited to the provisions of the Fair Employment and

Housing Act (Govt. Code, § 12900 et seq.) and any applicable regulations promulgated there under (Cal. Code of Regs., tit. 2, § 72850.0 et seq.). Vendor agrees to include the non-discrimination and compliance provisions of this clause in any and all subcontracts to perform work under the agreement.

K. Assignment/Subcontracting

1. **Assignment.** The Vendor will not assign or transfer its interest, in whole or in part, under this agreement, without the written consent of the State Bar, which consent may be granted or withheld in the sole and absolute discretion of the State Bar.
2. **Subcontracting.** The Vendor may subcontract with other qualified firms or individuals as required to complete all, or a portion of, the delivery of equipment and services, with the prior written approval of the State Bar.

The Vendor will clearly describe the reason for using any subcontractors, the specific role each subcontractor will play in the project, and the relationship between the Vendor and its subcontractor to be maintained during the term of this agreement. No subcontract will be approved unless the Vendor provides a written guarantee that the Vendor's firm will be contractually obligated to assume all project responsibilities and the insurance requirements set forth above.

L. FORCE MAJEURE

The performance of the obligations of either party to the Agreement will be subject to acts of God, war, strikes, civil disorder, fire, government act or regulation, acts of terrorism, and other emergencies which are beyond the reasonable control of a party and substantially affect the ability of the party to perform, but will not include mechanical or computer failures. If either party's performance is delayed by any of the events or reasons listed in the first sentence of this paragraph, and notice is given, pursuant to this article, such delay will be excused and the period of such delay will be added to the time for performance of the obligation delayed. Notwithstanding the foregoing, however, no force majeure delay will be permitted by Vendor beyond [date], for mailing ballots and [date], for counting and canvassing of ballots, unless the State Bar agrees to an extension.

In the event of delay or anticipated delay due to force majeure, either party will notify the other of such delay and the cause and estimated duration. Such notice must be given at the earliest possible opportunity, but in no event more than twenty-four (24) hours after the party knows or reasonably should know of the commencement of the event constituting force majeure.

In no event will Vendor be entitled to any adjustment to compensation because of any delay due to force majeure. No direct, indirect or consequential damages, whether for delay, disruption, interference, impact, extended overhead, lost profits or any other cause, will be paid by the State Bar to Vendor as a result of any delay due to force majeure.

M. General Provisions

1. **Governing Law.** The agreement will be governed by the laws of the State of California without giving effect to its principles of conflict of laws.
2. **Attorneys' Fees.** In the event either party institutes any action or proceeding against the other party relating to this agreement, the unsuccessful party in such action or proceeding will reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable attorneys' fees as fixed by the court. In addition to the foregoing award of attorneys' fees to the successful party, the successful party in any lawsuit shall be entitled to collect or enforce the judgment. This provision is separate and several and shall survive the merger of the agreement into any judgment.
3. **Audit.** Vendor agrees that the State Bar or its designee shall have the right to review and copy any financial records and supporting documentation pertaining to the performance of this Agreement. Vendor agrees to maintain such financial records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Vendor agrees to allow the State Bar or its designee access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Vendor agrees to include a similar right of the State Bar or its designee to audit records and interview staff in any subcontract related to performance of this Agreement.
4. **License.** In those instances where required, the Vendor represents and warrants that the Vendor holds a license, permit or special license to perform the services pursuant to this agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license and shall keep and maintain all such licenses, permits or special licenses in good standing and in full force and effect at all times while the Vendor is performing the services pursuant to the agreement.

2009 BOARD OF GOVERNORS ELECTION SCHEDULE

In 2009, five seats on the State Bar's 23 member Board of Governors will be up for election. Districts 1, 3, 5, 7, and 9 will each have one open seat.

District 1: Butte, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Mendocino, Modoc, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity and Yuba counties

District 3: Alameda, Contra Costa, San Mateo and Santa Clara counties

District 5: Fresno, Inyo, Kern, Kings, Madera, Mariposa, Merced, Mono, Monterey, San Benito, San Joaquin, Santa Cruz, Stanislaus and Tulare counties

District 7: Los Angeles county

District 9: Imperial and San Diego counties

Any active member of the State Bar who maintains his or her principal office for the practice of law within the State Bar district in which there is a vacancy is eligible to run for a seat on the board. Lawyer members are elected for three-year terms and will assume their offices at the conclusion of the 2009 Annual Meeting.

The 2009 schedule of dates and deadlines is:

February 1	Nominating petitions available
April 1	Last day to file nominating petitions
April 13	Last day to withdraw nomination
April 20*	Eligibility list closes
April 30	Ballots mailed
June 30	Last day for voting
July 6-9	Canvass of ballots
September 10-13	Annual Meeting – San Diego

* Any active member of the State Bar, in good standing on the date the eligibility list closes, whose principal place of business is located within a county that is included within the State Bar district in which there is an election, shall be eligible to vote in the 2009 election.

Title 6. Governance
Division 1. Board of Governors

Chapter 1. Election of Governors

Rule 6.1 Election matters in general

- (A) Subject to the supervision and control of the board, the Secretary is responsible for administration and supervision of the election of attorney members of the board. These duties include
- (1) preparing and distributing election forms and ballots;
 - (2) preparing and distributing eligibility and voting lists;
 - (3) determining validity of nominations;
 - (4) counting ballots;
 - (5) appointing canvassing boards and recount committees; and
 - (6) maintaining custody and control of election materials.
- (B) A Nominating Petition, Candidate Statement, or any other form required by rule in this division must be completed in accordance with instructions and filed by the dates set forth in the Schedule of Charges and Deadlines.

Rule 6.2 Nomination of governors

- (A) A qualified member¹ must petition for candidacy by filing a completed Nominating Petition.² The Nominating Petition may be filed electronically. Candidates who file electronically must retain the original copy of the petition for four years and produce it to the State Bar upon request.
- (B) In a State Bar District with more than one board vacancy, a candidate may submit a Nominating Petition for only one vacant office. The office must be designated on the Nominating Petition.
- (C) The Secretary may extend the deadline for filing a Nominating Petition up to ten working days if
- (1) no valid Nominating Petition has been filed;
 - (2) the only valid Nominating Petition filed is withdrawn before the deadline in the Schedule of Charges and Deadlines; or
 - (3) only one candidate has filed a valid Nominating Petition and has died or become ineligible.

Rule 6.3 Candidate information

- (A) The State Bar will post on its Web site and include in the ballot package mailed to eligible voters biographic information about qualified candidates including education,

¹ Bus. & Prof. Code, §§ 6015, 6014.

² Bus. & Prof. Code § 6018.

date admitted to practice, any public record of discipline, and other information in the official membership records of the State Bar.

- (B) Candidates may file a Candidate Statement that describes their views and qualifications for office.
- (C) A candidate for the Board of Governors must disclose his or her membership in a club that discriminates in its membership policies on the basis of race, color, creed, national ancestry, sex, or sexual preference, but is not required to disclose the name of the particular club.

Rule 6.4 Ballots

- (A) The ballot, any Candidate Statement, and a return envelope must be mailed to the address of record of eligible members at least six weeks before the date specified in the Schedule of Charges and Deadlines.
- (B) To be counted, a ballot must be returned in the envelope provided by the State Bar and received in the manner and time designated in the Schedule of Charges and Deadlines. The outside of the return envelope must include the voting member's printed name and address and must be signed by the member. Alternatively, the Secretary may provide for electronic voting using a secure means that complies with the requirements of these rules.

Rule 6.5 Plurality of votes; tie votes

Votes will be counted as prescribed by law.³ The candidate who receives a plurality of the votes cast for an office will be elected a governor of the State Bar. In the event of a tie, the election will be determined by lot. The affected candidates must be notified and may attend the drawing of the lot.

Rule 6.6 Recounts

- (A) No later than five days after certification of election results, a candidate may request a recount. The request must be in the manner prescribed by the Secretary and include advance payment of reasonable fees for the cost of the recount. Members of the State Bar may attend a recount, subject to reasonable conditions imposed by the Secretary.
- (B) As soon as practicable, the Secretary must appoint a recount committee consisting of five active members who did not initially count ballots. The recount committee must
 - (1) recount the ballots;
 - (2) examine the ballots not counted;
 - (3) determine the number of votes validly cast for each candidate in the election; and
 - (4) immediately report the results, which will be final, to the Secretary.

³ Bus. & Prof. Code § 6019.

THE STATE BAR OF CALIFORNIA TRAVEL and BUSINESS-RELATED EXPENSE POLICY

Revised January 3, 2008

I. GENERAL PRINCIPLES

A. Except as noted otherwise, this Travel and Business-Related Expense Policy applies to all volunteers and other non-employees who seek reimbursement for travel and business-related expenses incurred in conducting State Bar business.

B. State Bar representatives who do not have a Purchasing Card (Pcard) must use their personal funds for travel expenses and request reimbursement at the conclusion of the trip in conformity with this policy.

C. As a general rule, travelers are urged to travel economically. However, in the application of this general rule, extenuating circumstances such as the best economic use of the traveler's time may be taken into consideration in selecting transport, accommodation and other travel means.

D. There will be no reimbursement for the expenses of a spouse or guest who accompanies a traveler on State Bar business.

E. No traveler will be reimbursed for travel expenses other than their own even if the traveler paid for another State Bar representative's expenses. Travelers are responsible for their own travel expenses.

F. Except where noted otherwise, only when a person is on Travel Status is s/he eligible to seek travel reimbursement or request a travel advance as stated in this policy.

G. A person is on Travel Status when, in the course of performing duties for the State Bar, s/he travels to one or more destinations that are at least thirty miles (one-way) from the person's primary workplace.

II. TRAVEL EXPENSE REPORTING

A. An *Expense Report* form furnished by the State Bar must be timely filed with appropriate receipts to request expense reimbursement (Appendix A). Volunteers are encouraged to use the *electronic form* whenever possible.

Only one form should be submitted for each week of travel.

B. Documentation Guidelines

1. Approvals: A member of the Board of Governors, Section and committee members, and other volunteers' *Expense Reports* must be reviewed and, if correct, signed by the staff liaison or Executive Staff manager assigned to the relevant volunteer activity who has approval authority.

2. Receipts for air travel fares, car rentals, lodging and any expense in excess of \$25.00 must be attached to the *Expense Report*.

3. Deadlines: The deadline for submitting an *Expense Report* to an approval authority is 30 calendar days after the traveler incurs the expense. *Expense Reports* submitted after 60 calendar days shall not be processed for payment unless approved for late payment by the Executive Director or designee.

III. AIR TRAVEL

A. The State Bar is eligible for California State government discounted rates on airfare (Appendix B). In most instances these *fares* will represent the most economical airline fares between common city pairs, but travelers should strive to obtain the most economical airline fares available.

B. Travelers must contact the approved State of California travel agency, *Giselle Travel*, for all travel in excess of \$250 (round-trip fare) unless prior manager approval is obtained. For round-trip flights under \$250, travelers may use their discretion to determine whether to use the State program or to book tickets directly with the airline.

C. Compensation for air travel will be limited to the cost of a coach/economy fare. The cost of any accommodation upgrade, in any class, will be deemed a personal expense chargeable to the traveler.

D. Travelers are to use the lowest airfares available without regard to the accrual of personal frequent flyer miles.

IV. AUTOMOBILE TRAVEL

A. Personal Automobile

Travelers required to use a personal automobile to conduct State Bar business will be reimbursed for mileage at the Internal Revenue Service approved rate regardless of whether Travel Status requirements are met, consistent with the following guidelines:

B. Personal Auto Mileage Reimbursement Guidelines

1. Reimbursable mileage is incurred when a traveler leaves the location of his/her primary workplace on State Bar business and returns to that same location.
2. Reimbursable mileage is incurred when a traveler does not report to his/her primary workplace during the work day because of State Bar business. Reimbursement will be for that mileage in excess of normal commute round trip mileage between home and the primary workplace.
3. Reimbursable mileage is incurred while conducting State Bar business while on the way to or from home or from the primary workplace. Reimbursement will be for that mileage in excess of normal commute round trip mileage between home and the primary workplace.
4. Travelers who elect to drive rather than fly to conduct State Bar business must choose the most economical form of transportation and not request mileage reimbursement in excess of what comparable airfare would have cost.

C. Taxi Service

Actual cost including customary gratuity will be reimbursed when a less expensive service is not suitable. When taxi service is required to conduct State Bar business away from the individual's primary workplace, the State Bar will reimburse the expense in conformity with the terms and guidelines of the Travel and Business-Related Expense Policy regardless of whether the Travel Status requirements are met.

D. Car Rental

Reimbursement for car rentals will be made where it is a justified economical use of the traveler's time in light of the necessities incident to the particular trip.

When a rental car is required to conduct State Bar business away from the individual's primary workplace, the State Bar will reimburse the expense in conformity with the terms and guidelines of this policy regardless of whether the Travel Status requirements are met.

E. Car Rental Guidelines

1. As a general rule, when renting a car, economy models should be requested taking advantage of the rental car company's available discounts.
2. The State Bar may contract with one or more rental car agencies in order to receive preferential rates. State Bar travelers are encouraged to take advantage of these arrangements when they are available. When there is no contract with a car rental agency, travelers are to assure competitive rates are obtained.
3. Alternatives to rental cars should be evaluated based on cost and time. In some cases, it is less expensive and more convenient to use cab service, hotel shuttle or public transportation.
4. The State Bar carries insurance that covers travelers when renting a vehicle while on State Bar business. Thus, travelers should not elect to carry the additional collision and liability coverage offered by rental agencies when traveling on State Bar business. All additional insurance elections will be deemed a personal expense chargeable to the traveler.
5. In the event the traveler rents a vehicle to be used for combined business and personal use, the traveler will not be covered by the State Bar's insurance when the car is used for personal purposes. To assure the traveler's personal liability is addressed in such circumstances, travelers are encouraged to obtain the appropriate insurance for the period the traveler is using the car for personal purposes. All additional insurance elections will be deemed a personal expense chargeable to the traveler.
6. Individuals are responsible for any car rental charges, fuel, insurance charges and

liability while on personal business. The State Bar is not responsible for any costs, injuries or damages caused as a result of a rental car used for personal purposes.

7. Whenever practical, travelers should return cars with a full tank of gas to avoid excessive refueling charges by car rental companies. Car rental companies offer a Fuel Purchase Option that allows for the purchase of a full tank of gas allowing the car to be returned with an empty tank. This option may be cost-efficient but should be used only if the car will be driven enough to exhaust a full tank of fuel.

8. Compliance with the rental car agency agreement is the responsibility of the traveler who signs the rental agreement. Please be aware of provisions in the rental agreement that prohibits any other person from driving the car.

9. In the event of an accident, follow these steps:

- Attend to any medical issues.
- Report to appropriate law enforcement agencies immediately.
- Consult the rental contract and follow its instructions.
- Promptly submit an accident report to the State Bar's Manager, Insurance Programs.

F. Tolls and Parking

Tolls and parking fees incurred by travelers using a personal automobile or rental car on State Bar business are reimbursable expenses and must be identified as such on *Expense Reports* under auto expenses. When travel is required to conduct State Bar business away from the individual's primary workplace, the State Bar will reimburse tolls and parking expenses in conformity with the terms and guidelines of this policy regardless of whether the Travel Status requirements are met.

G. Parking tickets and traffic fines incurred by travelers shall not be reimbursed.

V. LODGING

A. When lodging away from home is required to conduct State Bar business and Travel Status is not invoked, the State Bar will reimburse lodging expenses at the authorized rates and in conformity with the terms and guidelines of this policy regardless of whether

the Travel Status requirements are met (Appendix C).

B. Individuals engaged as speakers for State Bar sponsored programs may be reimbursed for the actual cost of a standard single accommodation hotel room consistent with authorized rates.

C. Lodging Guidelines

1. Reimbursement for lodging expenses will be made for the actual expense of single accommodations, up to the maximum authorized rates. Contract or government rates should be requested at the time reservations are made. The State Bar qualifies for the State government rates and negotiates favorable contract rates with various hotels (Appendix D).

2. Lodging expenses in excess of the current authorized lodging rates shall not be reimbursed unless a prior contracted group rate arrangement has been made with the hotel by the State Bar or unless expressly authorized in advance by the Executive Director or designee. This must be confirmed in writing by attaching a memo that provides all of the appropriate information, including name of meeting event, dates of stay, name and address of hotel, hotel rate per night.

3. If the Expense Report is submitted without the necessary approval memo and the lodging rate is in excess of the authorized rate, reimbursement will be made for only the authorized maximum hotel rate for that city.

4. The State Bar covers the cost of the hotel room and business related telephone calls, parking, and business center expenses. Travelers are responsible for covering their personal incidental expenses including personal telephone calls, room service and other in-room self-service items.

5. Any charges resulting from failure to cancel lodging reservations are not the responsibility of the State Bar unless the reason for failure to cancel in time is business-related or due to an unavoidable personal emergency and a statement of same is included on the *Expense Report*.

6. Reasonable tips in connection with the handling of bags, valet service, and accommodation maid service are reimbursable expenses.

VI. MEALS

A. Travel Status Meal Per Diem Guidelines

1. Individuals on Travel Status will be entitled to their own meal expenses up to the maximum amount allowed under the authorized per diem meal rates (Appendix C). Payment will be made only for the traveler's own expenses. One person may not use State Bar resources to pay for the meals of other travelers. Each traveler is responsible for his/her own travel and meal expenses.

2. If the cost of a meal exceeds the approved per diem rates, only the amount of the per diem rate will be paid by the State Bar.

3. Eligibility for meal per diems is based on the time(s) during which an individual is on Travel Status. The following guidelines apply:

Breakfast: Travel status before 7:00 a.m.

Lunch: Travel status at 12:30 p.m.

Dinner: Travel status after 7:00 p.m.

4. The meal per diem may not be claimed when a meal is otherwise provided at State Bar expense (e.g., a State Bar catered lunch).

5. Tips for restaurant service are considered to be part of the per diem rate and are not reimbursable beyond the per diem rate.

B. Non Travel Status Meal Per Diem Guidelines

1. The cost of business-related meal expenses may be compensated when an individual is not on Travel Status if the meal was work related and in conditions beyond the individual's control. Examples include:

An individual is not on Travel Status but is required by the State Bar to staff or attend an off-site meeting or function where a meal is required under circumstances beyond the individual's control. This includes staffing the bar examination.

An individual is not on Travel Status but is required by the State Bar to attend off-site training where a meal is required under circumstances beyond the individual's control.

An individual is not on Travel Status but is required by the State Bar to stay overnight away from home during authorized meal times.

2. A travel *Expense Report* should be used to report these expenses. The report must include the purpose of each business-related meal and the conditions that justify payment.

3. The above standards governing travel status meals (VI.A.1. through 5., rates, tips, etc.) apply to non-travel status meal reimbursement, except for the requirement of being on travel status.

4. Meal reimbursement is not allowed where State Bar representatives are not on Travel Status and have a meal together incidental to a State Bar function they are attending or staffing.

C. Catered Meals Guidelines

1. Refreshments and/or meals may be catered at State Bar expense at State Bar meetings and events provided that the attendees are not exclusively State Bar employees and the subject matter of the event is not routine internal State Bar business or staff meetings. Individuals (including members of the Board of Governors, committee members, and State Bar employees) attending such activities as part of their duties are entitled to partake of the catered meal, regardless of whether they are on Travel Status. Meal per diem rates do not apply when a catered meal is provided.

2. In certain circumstances, a State Bar meeting or function may occur in which the cost of a meal or refreshments is included in the registration fee or is to be reimbursed by attendees individually. The State Bar is to be invoiced for such events by the service providers and will pay the invoice out of the registration fees or the individual reimbursements collected. It is the obligation of the State Bar office sponsoring the event to keep accurate records for auditing purposes showing that the registration fees or individual contributions cover the meal or refreshment costs.

D. Alcoholic Beverages

Alcoholic beverages are not paid for nor reimbursed by the State Bar.

VII. TELECOMMUNICATIONS & INCIDENTALS

A. Reimbursement is provided for reasonable expenses incurred in making business-related telephone calls and limited calls to the individual's home resulting from the requirements of business. As long as the calls are required by State Bar business, the State Bar will reimburse these expenses in conformity with the terms and guidelines of the Travel and Business-Related Expense Policy regardless of whether the Travel Status requirements are met.

B. Expenses incurred incidental to State Bar business such as copying costs, remote internet connection fees, facsimile costs and other expenses required to conduct State Bar business, will be reimbursed in conformity with the terms and guidelines of the Travel and Business-Related Expense Policy regardless of whether the Travel Status requirements are met.

VIII. EXPENSE ADVANCES

A. Travelers may, under exceptional circumstances, request temporary travel advances. In order to be processed, such requests must be approved according to the same procedure as for *Expense Reports* and submitted to the Finance Department at least three full workdays before the funds are needed.

B. The amount of the advance will be based on the nature and requirements of the trip, but shall not exceed \$250 per day.

C. All advances must be repaid or offset by *Expense Reports* within the 30-day deadline for submission of reports as noted above.

D. Additional advances will not be made when a prior advance is outstanding.

APPENDIX A

The State Bar of California

EXPENSE REPORT

2008

NAME	Joe Traveler	PHONE	x1234	Enter amount paid in cash, "C" for direct bill, or "PC" for PCard billing. See tabs below for detailed instructions and account lookup.
ADDRESS	1968 Bermuda Way, San Francisco CA 94115			

Travel Expenses

TRIP 1 PURPOSE	Insurance Broker Interviews			LOCATION FROM / TO		SF / LA		
TRIP 2 PURPOSE				LOCATION FROM / TO				
month/date	MON	TUE	WED	THU	FRI	SAT	SUN	TOTALS
			1/2	1/3	1/4			
LODGING			PC	PC				\$ -
TAXI-LOCAL TRANSPORT			15.00		16.00			
TOLLS/PARKING FEES								
AIR TRAVEL			PC		PC			
AUTO (PERSONAL) miles/\$	-	-	14 7.07	-	14 7.07	-	-	
AUTO (RENTAL)								
TOTAL TRANSPORTATION	-	-	22.07	-	23.07	-	-	\$ 45.14
BREAKFAST				6.00	6.00			
LUNCH				8.00	8.00			
DINNER			18.00	18.00				
TOTAL MEALS & OTHERS	-	-	18.00	32.00	14.00	-	-	\$ 64.00
TOTAL TRAVEL EXPENSE								\$ 109.14

Miscellaneous & Business Expenses

DESCRIPTION & PURPOSE

DATE	(Include names of individuals and meeting purpose for Business Expense, and bill to budgeted 40570 account* below)	AMOUNT
1/3	Photocopy charges from hotel business center	\$ 5.00
TOTAL MISCELLANEOUS & BUSINESS EXPENSE		\$ 5.00

State Bar Staff only			Totals	
BUSINESS UNIT	*ACCOUNT	AMOUNT	TOTAL EXPENSE	\$ 114.14
23105	40510	\$ 109.14	LESS CASH ADVANCE	
23105	41030	\$ 5.00	BALANCE DUE REQUESTOR	\$ 114.14
			BALANCE DUE STATE BAR (attach check)	\$ -
			Signatures date	
			Requestor	<i>John Hancock</i>
			Authorization	<i>John Hancock</i>
DISTRIBUTION REMAINING (must = 0)		\$ -		

Submit to Finance with reimbursement receipts only. Hold all "PC" receipts for Purchasing Card statement. Make a copy for your records.

Exhibit 4

APPENDIX B

Airline Travel

After approving the State of California budget, contracted airfares for FY 2007-2008 have been published. Rates for California city-to-city, state-to-state and international travel city pairs are posted on the California [DGS website](#). The contracted carriers include United Airlines, Jet Blue, American and US Air. These airlines offer both *Ycal* and *Vcal* rates. The *Vcal* rates are considerably lower but are capacity controlled so the key to securing this low rate is early booking. Southwest Airlines rates are still available through the *SWABIZ* program and are often lower than the other contracted rates. To secure a State of California or *SWABIZ* rate, travel arrangements must be made through the State Bar's contracted travel agency, Giselle Travel by calling (800) 523-0100 for a \$15 booking fee or logging into their website at www.globaltrav.com for a \$10 booking fee.

Travelers must have a Profile Request form on file with Giselle Travel before booking. You may obtain a form by contacting Margarita Manalo in San Francisco, (415) 538-2562, or Alice Daniels in Los Angeles, (213) 765-1116.

If you have any other questions regarding air travel, please contact Sharon Pearl (415) 538-2340, or Liz Avila (415) 538-2329.

APPENDIX C

THE STATE BAR OF CALIFORNIA AUTHORIZED TRAVEL EXPENSE RATES

Effective January 1, 2008

Lodging:

(excluding all taxes)

San Francisco	\$205.00
Los Angeles	\$130.00
San Diego	\$150.00
Sacramento	\$150.00
All other areas	\$150.00

Meals:

Breakfast	\$ 6.00
Lunch	\$10.00
Dinner	\$18.00

Mileage:

For travel up to December 31, 2007, the mileage reimbursement rate is 48.5¢. Effective January 1, 2008, the mileage reimbursement rate is 50.5¢ per mile driven. The mileage reimbursement rate will be adjusted annually to mirror the reimbursement rate established by the U.S. Internal Revenue Service for business related reimbursement. These rates are imbedded in the formulas of the online Expense Report and will be adjusted on the effective date of any rate change. If you have previously downloaded or distributed copies of this automated form, you may need to replace it with a fresh copy to properly calculate your per diem reimbursement amounts for the 2008 calendar year.

APPENDIX D

Hotel Reservations

The State of California has negotiated discounted hotel room rates at a number of hotels in California including Los Angeles. Though travelers are not required to use these hotels, they must still abide by the established hotel per diem for the city they are visiting: \$130 (Los Angeles) and \$150 (all other areas except San Francisco). Exceptions to these per diems must be approved in advance of travel by your staff manager liaison.

In San Francisco, the established per diem is \$205. The Harbor Court Hotel in San Francisco offers a discount rate of \$180 per night to Bar employees and volunteers traveling on State Bar business. Travelers to San Francisco should take advantage of these rates when available and book their hotel room at either of these locations. The Harbor Court Hotel is located on Steuart Street, a block and a half from the SF office. In order to receive the State rate and be exempt from hotel tax, individual State Bar travelers must contact Margarita Manalo, Travel and Information Services Coordinator for San Francisco (415) 538-2562, who will handle the reservations, prepare the tax exempt form and handle billing.

The State Bar of California has negotiated favourable rates at the Omni Hotel in Los Angeles for State Bar travelers. This rate is \$110 per night. To make reservations, travelers should contact Alice Daniels, Travel and Information Services Coordinator for Los Angeles (213) 765-1116. Travelers can pay for their room when they check out using their own personal credit card.

State Bar travelers visiting other cities in California or out of state may be able to take advantage of State of California discount rates for hotel accommodations. The State of California travel program has contracted discount rates with hundreds of hotels throughout the country. A list of available hotels can be found on their website at <http://www.travelcsg.com> and going to the quick link in the left-hand margin entitled *2007 California Hotels*. If you are interested in making a reservation at one of these hotels please contact Margarita Manalo (SF) or Alice Daniels (LA) for assistance.

This program has been established to assist us in reducing travel expenses throughout the State Bar and at the same time, enjoy travel and accommodations that are convenient, easily accessible and meet our needs. If you have any questions about the travel program and the established guidelines, please call either Sheri Pearl (415) 538-2340, or Liz Avila (415) 538-2329.